

MEMORANDUM OF AGREEMENT

Between Sweeney Detective Bureau, Incorporated, herein called the Bureau, and the State of Minnesota, herein called the State.

The Bureau, in consideration of the payment to be made for the service, will call at the office of the Secretary of State in the State Capitol Building, at St. Paul, at ten o'clock in the morning of each banking day during the time this agreement is in effect, with an armoured car accompanied by guards, and will receive and escort from the cashier's office of the motor vehicle department to said van, and transport therein from the Capitol Building to the First National Bank or to the Empire National Bank, both of St. Paul, the messenger employed by the Secretary of State to take to and deposit in that bank the money and other cash items received in payment of motor vehicle taxes, and while this messenger and moneys and other cash items are in the possession of the messenger while being so escorted and transported will guarantee safe conduct of the messenger and moneys and other cash items in his possession, and will make good to the State any loss it may sustain through its failure to keep this condition, with the understanding, however, that the obligation of the Bureau to make good such loss shall not exceed One Hundred Thousand (\$100,000.00) Dollars in any instance.

The responsibility of the Bureau for the safeguarding of the funds in the possession of the messenger shall commence when the messenger of the Secretary of State leaves the cashier's office under the protection of the guards supplied by the Bureau, and shall terminate when the messenger arrives with his deposit at the teller's window in the bank.

8347

The Bureau assigns to the State to the extent of loss sustained a certain policy of Insurance, A951423, Saint Paul Fire and Marine Insurance Company, dated June 16, 1937, in the amount of one hundred thousand dollars, insuring the Bureau against all risks from loss of property while in its possession or under its protection for the purpose of transportation and delivery, and extends to and confers upon the state the right of action upon the said policy to the extent of any loss which it may sustain for which the Bureau is liable under the terms of this agreement.

For the service and insurance stated herein the State will pay to the Bureau, one dollar and fifty cents per trip, in the usual course of state payment.

Dated February 7th, 1938.

SWEENEY DETECTIVE BUREAU, INCORPORATED

Witness:

Jane Kinnear

By John J. Sweeney Treasurer.

Helen Hagan

THE STATE OF MINNESOTA

By Wm. H. Johnson Secretary of State.

The foregoing Agreement
examined and approved as
to form and legality this 9th day of
Feb 1938
William H. Lewis
Attorney General
By James H. O'Connell
Assistant Attorney General

Saint Paul

**FIRE AND MARINE
INSURANCE COMPANY**

INCORPORATED 1865

SAINT PAUL, MINNESOTA
STOCK COMPANY

No. A 951423

Old No. A 950688
Deposit

Amount Insured, \$100,000.00 Rate .70 Premium, \$700.00
In Consideration of the Stipulations herein named

and of Seven Hundred and No/100 - - - - - Dollars Premium,

Does Insure Sweeney Detective Bureau, Inc. of St. Paul, Minnesota

Whose Address Is - - - - -

from the 16th day of June, 1937, at noon,

to the - - - - - day of Continuous, 19- , at noon,

Standard Time at place of issuance to an amount not exceeding—

One Hundred Thousand and No/100 - - - - - DOLLARS
on the following described property.

Home Office Series

CONDITIONS

This entire policy shall be void if the Assured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof; or in case of any fraud or false swearing by the Assured touching any matter relating to this insurance or the subject thereof; whether before or after a loss.

The Assured shall immediately report to this Company or its Agent every loss or damage which may become a claim under this Policy, and shall also file with the Company or its Agent within ninety days from date of loss, a detailed sworn proof of loss. Failure by the Assured to report the said loss or damage and to file such sworn proofs of loss as hereinbefore provided shall invalidate any claim under this Policy.

The Assured shall submit, and so far as is within his or their power shall cause all other persons interested in the property and members of the household and employees to submit to examinations under oath by any persons named by the Company, relative to any and all matters in connection with a claim, and shall produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representatives, and shall permit extracts and copies thereof to be made.

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING STIPULATIONS AND CONDITIONS, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto; and no officer, agent or other representative of this Company shall have power to waive any provision or conditions of this Policy except such as by the terms of this Policy may be the subject of agreement endorsed hereon or added hereto; and as to such provisions and conditions no officer, agent, or representative shall have such power or be deemed or held to have waived such provisions or conditions unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this Policy exist or be claimed by the insured unless so written or attached.

Provisions required by law to be stated in this policy:—"This policy is issued under and in pursuance of the laws of the State of Minnesota relating to Guaranty Surplus and Special Reserve Funds." Chapter 437, General Laws of 1909.

IN WITNESS WHEREOF, this company has executed and attested these presents; but this Policy shall not be valid unless countersigned by a duly authorized Agent of the Company at St. Paul, Minn.

N. J. Drake Jr.
Secretary

[Signature]
President

Countersigned at St. Paul, Minn. this 21st day of May, 1937

[Signature]
Agent

- This hereto is
in contact
with the Co.
1. On Gold, Silver and Platinum; Coin and Paper Money, including Bank Notes, signed or unsigned; Street Car Tokens, Jewelry and Precious Stones; Postage and Revenue Stamps; Postal, Express and other Money Orders, Bonds, Coupons, Stock Certificates and other Securities; Certificates of Deposit, Checks, Drafts, Notes, Bills of Lading, Warehouse Receipts and all other Commercial Papers, and other Documents and Papers of Value (all hereinafter referred to collectively as "Property") and on the Liability of the assured with respect thereto.
 2. It is agreed that the assured's liability to customers with respect to Bank Deposits is for the fact value of the various items making up the totals of such Bank Deposits.
 3. The insurance is against all risks while the property is in the custody of the Assured while in transit within the United States and Canada.
 4. Liability hereunder is limited to \$100,000. in any one place at any one time.
 5. In case of loss, such loss is to be paid within fifteen days after proof of loss upon assignment to this Company of the property with respect to which the loss is payable, and in case of loss or misfortune it shall be lawful and necessary to aid for the assured to sue, labor and travel for, in and about the defense, safeguard and the recovery of the property, without prejudice to this insurance and at the expense of this Company.
 6. The amount stated in the policy is the limit of the Insurance Company's liability for any one loss; but in case of successive losses during the term of the policy the Insurance Company is liable for each and all of them, up to the amount of the policy for each loss.
 7. In consideration of an annual deposit premium of \$700.00 it is understood and agreed that this policy shall be continuous until cancelled. This policy may be cancelled by either party giving the other ten (10) days' written notice of intent to cancel. In the event of cancellation a ratable proportion of the premium for the unexpired term of the policy to be returned to the assured.

All other terms and conditions of the Policy not in conflict herewith remaining unchanged.

Attached to and forming part of Policy No. A 951423 of the
ST. PAUL FIRE & MARINE INSURANCE COMPANY, St. Paul, Minn.
issued at its Home Office Agency

MARINE DEPARTMENT

Dated - June 16, 1937



ENDORSEMENT

SWEENEY DETECTIVE BUREAU, INC.

It is understood and agreed that paragraph four of the form attached to this policy is changed to read as follows:

"Liability hereunder is limited to \$125,000.00 in any one place at any one time".

instead of as heretofore.

All other terms and conditions of the Policy not in conflict herewith remaining unchanged.

Attached to and forming part of Policy No. A-951423 of the

ST. PAUL FIRE & MARINE INSURANCE COMPANY, St. Paul, Minn.

Marine Department.

issued at its Home Office Agency.

Dated February 1, 1938 Agent.

532 40M MADE IN U.S.A.

ENDORSEMENT

SWEENEY DETECTIVE BUREAU, INC.

Notwithstanding anything contained herein to the contrary, it is understood and agreed that the following clause is hereby eliminated from this policy:

"Every claim paid hereunder reduces the amount insured by the sum so paid unless the same be reinstated by payment of additional premium thereon".

It is further understood and agreed that all adjusted claims shall be paid or made good to the Assured within fifteen (15) days after presentation and acceptance of satisfactory proof of interest and loss at the office of this Company.

All other terms and conditions of the Policy not in conflict herewith remaining unchanged.

Attached to and forming part of Policy No. A-951423 of the

ST. PAUL FIRE & MARINE INSURANCE COMPANY, St. Paul, Minn.

Marine Department.

issued at its Home Office Agency.

Dated June 16, 1937 Agent.

532 1-37 40M MADE IN U.S.A.

Unless otherwise provided in form attached, this Company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost the Assured to repair or replace the same with material of like kind and quality.

All adjusted claims shall be paid or made good to the Assured within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the office of this Company.

No loss shall be paid hereunder if the Assured has collected the same from others.

It is warranted by the Assured that this insurance shall in no wise inure directly or indirectly to the benefit of any carrier or other bailee.

This Company may require from the Assured an assignment of all right of recovery against any party for loss or damage to the extent that payment therefor is made by this Company.

Every claim paid hereunder reduces the amount insured by the sum so paid unless the same be reinstated by payment of additional premium thereon.

It is understood and agreed that, in the event of loss of or damage to any article or articles which are a part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said article or articles; but in no event shall such loss or damage be construed to mean total loss of set.

In case of loss or injury to any part of the insured property consisting, when complete for sale or use, of several parts, this Company shall only be liable for the insured value of the part lost or damaged.

This Company shall not be liable for loss if, at the time of loss, there is any other insurance which would attach if this insurance had not been effected, except that this insurance shall apply only as excess and in no event as contributing insurance, and then only after all other insurance has been exhausted.

In case of loss or damage, it shall be lawful and necessary for the Assured, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof without prejudice to this insurance; nor shall the acts of the Assured or this Company, in recovering, saving and preserving the property insured in case of loss or damage, be considered a waiver or an acceptance of abandonment; to the charge whereof this Company will contribute according to the rate and quantity of the sum herein insured.

It is a condition of this policy that no suit, action or proceeding for the recovery of any claim under this policy shall be maintainable in any court of law or equity unless the same be commenced within twelve (12) months next after the calendar date of the happening of the physical loss or damage out of which the said claim arose. Provided, however, that if by the laws of the state within which this policy is issued such limitation is invalid, then any such claim shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted, by the laws of such state, to be fixed herein.

In case the Assured and this Company shall fail to agree as to the amount of loss or damage, the same shall be ascertained by two competent and disinterested appraisers, the Assured and this Company each selecting one, and the two so chosen shall first select a competent and disinterested umpire; the appraisers together shall then estimate and appraise the loss, stating separately the sound values and damage, and failing to agree, shall submit their differences to the umpire; and the award in writing of any two shall determine the amount of the loss; the parties thereto shall pay the appraisers respectively selected by them, and shall bear equally the expense of the appraisal and umpire.

This policy may be cancelled at any time upon request of the Assured, the Company retaining or collecting the customary short rates for the time it has been in force; or, it may be cancelled by the Company by delivering or mailing to the Assured at the address stated herein five days' written notice of such cancellation and, if the premium has been paid, by tendering in cash, postal money order, or check, the pro rata unearned premium thereon.

1931

SCHEDULED PROPERTY FLOATER POLICY
(Article Floater Policy)

Expires..... Continuous.....

Assured..... Sweeney Detective Bureau
Inc.

Amount \$100,000.00.....

Deposit

Premium \$700.00.....

No. A 951423.....

Saint Paul

**FIRE AND MARINE
INSURANCE COMPANY**

ST. PAUL, MINN.

STOCK COMPANY

F. R. BIGELOW, President
C. F. CODERE, Vice-President
J. C. McKOWN, Secretary
C. A. DOSDALL, Secretary
H. T. DRAKE, JR., Secretary

The Assured is requested to read this Policy, and if incorrect, return it immediately for alteration.

In the event of claim, the ASSURED must give immediate written notice to

IMPORTANT

This policy cannot be cancelled flat, earned premium must be paid for the time insurance has been in force.

Barta & Rohleder